

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

LIBERTY INTERNATIONAL  
UNDERWRITERS,

Plaintiff,

v.

ERNEST D. CARLSON,

Defendant.

CASE NO. C04-348JLR

ORDER

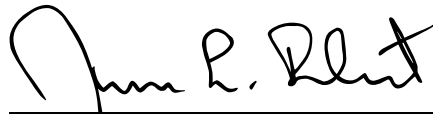
On July 19, 2006, the clerk of court received a “Notice of Depositing of Judgment with the Court” (Dkt. # 88) from Plaintiff Liberty International Underwriters. The notice included a check for \$307,000 to the clerk of court, and directed the clerk to deposit the check as security for Plaintiff’s appeal of the court’s judgment in this action. Plaintiff cited no statutory authority or rule of civil or appellate procedure to explain why it sent the check.

The court assumes that Plaintiff sent the check as an alternative to a supersedeas bond to stay enforcement of the judgment in this action pending appeal. See Fed. R. Civ. P. 62(d) (providing for a stay of judgment on appeal upon posting an appropriate supersedeas bond); Townsend v. Holman Consulting Corp., 929 F.2d 1358, 1367 (9th

1 Cir. 1990) (noting that under district court may accept form of security other than  
2 supersedeas bond).

3 Within five judicial days of the date of this order, Plaintiff shall submit a pleading  
4 either confirming the court's assumption, or providing an alternative explanation for the  
5 check. Within the same time period, Defendant shall submit a pleading stating whether  
6 he has any objection to the court depositing Plaintiff's check into the registry of the court  
7 in lieu of a supersedeas bond.  
8

9 DATED this 31st day of July, 2006.

10  
11 

12 JAMES L. ROBART  
13 United States District Judge  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28